Exhibit B

To Registration Statement

OMB No. 1105-0007

Approval Expires Oct. 31, 1983

Under the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant

H. William Tanaka d/b/a Tanaka Walders & Ritger Name of Foreign Principal Japan Export Metal Flatware Industry Assn. Japan General Merchandise Exporters Assn.

Check Appropriate Boxes:

- 1. EXThe agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- 2.
 There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 3. The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

to render general counseling and informational services

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5. Describe fully the activities the registrar	nt engages in or proposes to en	gage in on behalf of the at	oove foreign principal.
SEE STATEMEN	NT NUMBER 4		
	•		
6. Will the activities on behalf of the abov Yes □ No 凶X	e foreign principal include pol	itical activities as defined i	n Section 1(0) of the Act?1
If yes, describe all such political activitie together with the means to be employed	s indicating, among other thinged to achieve this purpose.	gs, the relations, interests	or policies to be influenced
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			•
Date of Exhibit B	Name and Title	1.10	Signature
June 18, 1985	H. William Tanaka Attorney		1 L
	Accorney	yw.	Jank

Political activity as defined in Section 1(o) of the Act means the dissemination of political propagands and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the dom political party.

LAW OFFICES

TANAKA WALDERS & RITGER

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JAMES C. DAVENPORT

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ROBERT M. RUSSELL .

MICHELE N. TANAKA

DONALD L. E. RITGER

OF COUNSEL

H. WILLIAM TANAKA

LAWRENCE R. WALDERS

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ROBERT S. SCHWARTZ

LEGAL RETAINER AGREEMENT BETWEEN

JAPAN EXPORT METAL FLATWARE INDUSTRY ASSOCIATION JAPAN GENERAL MERCHANDISE EXPORTERS' ASSOCIATION

AND

H. WILLIAM TANAKA

This will constitute an annual retainer agreement between the Japan Export Metal Flatware Industry Association, of Niigata-ken, Japan; The Japan General Merchandise Exporters' Association of Tokyo, Japan (hereinafter referred to as "Associations"), and H. William Tanaka of Washington, D.C. (hereinafter referred to as "Counsel"), effective for the period of June 1, 1985 through May 31, 1986.

WHEREAS, Associations desire to retain my services as General Counsel, I will undertake to render general counseling and informational services regarding any significant developments in the U.S. which may affect the importation of stainless steel flatware from Japan. In this connection, it shall be understood that this retiner agreement shall not cover services to be rendered in connection with specific cases such as antidumping proceedings, escape clause actions, judicial proceedings and lobbying activities before Congress. Any legal services rendered with respect to specific cases or involving specific representational activities by Counsel shall be paid over and above the retainer amount, including reimbursement for any necessary out-of-pocket expenses.

In consideration of the services to be rendered, Associations agree to retain Counsel at an annual retiner fee of \$3,500.00 (Three Thousand Five Hundred Dollars) to be remitted within a reasonable time after execution of this agreement. The terms of this agreement shall be for a period of one year.

JAPAN METAL FLATWARE INDUSTRY ASSOCIATION

By. S. Kaneko

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REGISTS 110 17 14 19
U.S. DEFARIMENT
CRIMINAL DIVISION
Date DIVISION
Date DIVISION
DATE DIVISION

JAPAN GENERAL MERCHANDISE EXPORTERS' ASSOCIATION

By: T. Yamazaki

Date:_____

H. WILLIAM TANAKA

General Counsel

Date ! 18, 1985